

**ORIGINAL**

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CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BY KNK DEPUTY

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

YOU WALK AWAY, LLC, a California  
corporation,

Plaintiff,

vs.

CRISIS MANAGEMENT LLC, an Arizona  
corporation, and WALK AWAY PLAN LLC,  
a business entity of unknown form,

Defendants.

CASE NO. **'08 CV 0529 WQH BLM**

**COMPLAINT FOR:**

(1) FALSE DESIGNATION OF ORIGIN;  
(2) TRADEMARK INFRINGEMENT; (3)  
TRADE DRESS INFRINGEMENT; (4)  
UNFAIR COMPETITION; (5)  
INTERFERENCE WITH PROSPECTIVE  
ECONOMIC RELATIONS

**DEMAND FOR JURY TRIAL**

Plaintiff, You Walk Away LLC ("You Walk Away" or "Plaintiff"), by and through its  
counsel, Seltzer Caplan McMahon Vitek, as and for its Complaint against Defendants Crisis  
Management LLC and Walk Away Plan LLC (Collectively, "Walk Away Plan" or  
"Defendants"), hereby alleges as follows:

**NATURE OF THE ACTION**

1. This action is brought pursuant to the Federal Trademark Act of 1946, known as  
the Lanham Act (15 U.S.C. § 1051 *et seq.*) and California statutory and common law. Plaintiff  
seeks to enjoin Defendant from infringing on one or more of Plaintiff's trademarks and from

1 otherwise engaging in unfair competition, and seeks also to compensate Plaintiff for the  
2 unlawful conduct of Defendant.

### 3 **THE PARTIES AND JURISDICTION**

4 2. Plaintiff, You Walk Away LLC, is formed under the laws of the State of  
5 California, with its principal place of business in San Diego, California.

6 3. Defendant, Crisis Management, LLC, upon information and belief, is formed  
7 under the laws of the State of Arizona with its principal place of business in Phoenix, Arizona.

8 4. Defendant, Walk Away Plan LLC, upon information and belief, is an entity of  
9 unknown corporate structure with its principal place of business in Glendale, Arizona.

10 5. This Court has subject matter jurisdiction with respect to the claims arising under  
11 federal law, pursuant to 28 U.S.C. § 1331. The Court has subject matter jurisdiction with  
12 respect to the remaining claims under 28 U.S.C. § 1331, because the action is between citizens  
13 of different states and the amount in controversy exceeds the sum or value of \$75,000.

14 6. Defendants are subject to personal jurisdiction in this forum based on their  
15 systematic and continuous contracts with the forum, their operation of an interactive website  
16 through which business transactions may and, on information and belief, have been conducted  
17 with persons in this forum, and because acts or omissions of the Defendants, as well as  
18 Plaintiff's injuries and damages, that form the subject of this lawsuit have occurred in the  
19 forum.

20 7. Venue is proper in this district under 28 U.S.C. § 1331(b) and (c).

### 21 **FACTUAL BACKGROUND**

#### 22 **A. Plaintiff You Walk Away's Business and Trademarks**

23 8. On January 1, 2008, Plaintiff You Walk Away launched its  
24 www.youwalkaway.com website for internet-based foreclosure information and guidance.  
25 Through the internet portal www.youwalkaway.com, You Walk Away offers information and  
26 services to assist distressed homeowners in various stages of the foreclosure process through  
27 the often-trying periods before, during, and immediately after foreclosure.  
28

1        9. As part of its ongoing business, Plaintiff has used and is using the trademark  
2 "YOU WALK AWAY" (USPTO Application Number 77384074), for, *inter alia*, internet-  
3 based foreclosure information and consultation services.

4        10. Plaintiff has advertised, publicized and promoted its YOU WALK AWAY mark  
5 throughout the United States throughout the relevant time period.

6        11. Plaintiff also took great care and time to establish a distinctive website, located at  
7 www.youwalkaway.com. The non-functional, distinctive elements which enhance You Walk  
8 Away's presence on the internet and which consumers associate with You Walk Away's goods  
9 and services include: graphic design elements on the home page including a shadow feature in  
10 the upper left hand corner, photos of families in the upper right hand corner, a light and  
11 pleasing color scheme; the arrangement of additional icons or buttons as links to other pages  
12 within the site; a question and answer format in the text on the main page; and, within the site's  
13 secondary pages, the same graphic framing of the additional content. Attached as Exhibit 1 are  
14 true and correct copies of screenshots from pages of the www.youwalkaway.com website.

15        12. Almost immediately after the launch of the www.youwalkaway.com website,  
16 Plaintiff began to receive national media attention (and concomitant commercial success). For  
17 example, Plaintiff's You Walk Away services were featured on ABC's national "Nightline"  
18 program on January 31, 2008. On February 7, 2008, San Diego's local CBS affiliate ran a  
19 feature piece on You Walk Away's business during its nightly news show. On February 13,  
20 2008, You Walk Away was featured on a National Public Radio interview and a companion  
21 www.npr.org piece. Then, on February 29, 2008, You Walk Away appeared both in the *Wall*  
22 *Street Journal* and on the front page of the *New York Times*.

23        13. The media interest that surrounded You Walk Away in the first two months of its  
24 budding business engendered two results (in addition to the aforementioned commercial  
25 success):

26        14. First, as a result of You Walk Away's advertising, publication, promotional  
27 efforts and services, its YOU WALK AWAY mark became well known and associated with  
28 Plaintiff's business and services in a very short time. You Walk Away's suggestive YOU

1 WALK AWAY mark is now widely recognized by the general consuming public of the United  
2 States as a designation of source of You Walk Away's goods and services.

3 15. Second, as a result of You Walk Away's success and fame, at least one  
4 "copycat" business reared its ugly head.

5 **B. Defendants' Business and Infringing Trademark**

6 16. Plaintiff is informed and believes that, after You Walk Away had garnered the  
7 above-described national media attention and developed widespread recognition of its YOU  
8 WALK AWAY mark, Defendants sought to capitalize on the success of You Walk Away.

9 17. As of no earlier than February 22, 2008, Defendants Walk Away Plan, like  
10 Plaintiffs You Walk Away, began to operate an internet-based foreclosure guidance service.

11 18. On information and belief, Defendants offer their goods and services through the  
12 internet portal [www.walkawayplan.com](http://www.walkawayplan.com). Defendants use the term "WALK AWAY PLAN" in  
13 association with their internet-based foreclosure guidance service.

14 19. Defendants' WALK AWAY PLAN mark is nearly identical to Plaintiff's YOU  
15 WALK AWAY mark. Additionally, the services offered under the respective marks are  
16 identical.

17 20. Moreover, Defendants' [www.walkawayplan.com](http://www.walkawayplan.com) website has replicated the look  
18 and feel of Plaintiff's [www.youwalkaway.com](http://www.youwalkaway.com) website by mimicking certain distinctive  
19 elements. The two sites bear a striking similarity to one another, in that  
20 [www.walkawayplan.com](http://www.walkawayplan.com) features: graphic design elements on the home page similar to those  
21 of [www.youwalkaway.com](http://www.youwalkaway.com), including a shadow feature in the upper left hand corner, photos  
22 of families in the upper right hand corner, a light and pleasing color scheme; similar  
23 arrangement of additional icons or buttons as links to other pages within the site; a question  
24 and answer format in the text on the main page; and, within the site's secondary pages, the  
25 same graphic framing of the additional content. Attached as Exhibit 2 are true and correct  
26 copies of screenshots from pages of the [www.walkawayplan.com](http://www.walkawayplan.com) website.

27 21. Plaintiff's customers, potential customers, as well as the news media and general  
28 public, have reported actual confusion between the two marks.

22. On February 29, 2008, counsel for You Walk Away sent a letter to Defendants requesting Defendants cease all use of their WALK AWAY PLAN mark and www.walkawayplan.com website in association with any goods or services in the internet-based foreclosure guidance industry. Defendants have refused this request.

**FIRST CAUSE OF ACTION**

**False Designation of Origin - 15 U.S.C. §1125(a)(1) and (d)(1)**

23. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

24. Defendant's adoption, use, promotion, and marketing of WALK AWAY PLAN and www.walkawayplan.com website, which are confusingly similar to Plaintiff's YOU WALK AWAY mark and www.youwalkaway.com website, in connection with goods or services in the internet-based foreclosure guidance industry has caused, and is likely to continue to cause confusion or mistake, or to deceive as to the affiliation, connection or association of Defendants' WALK AWAY PLAN mark with Plaintiff's YOU WALK AWAY mark.

25. As part of its ongoing business, Plaintiff uses and promotes, *inter alia*, its YOU WALK AWAY mark.

26. As a result of Plaintiff's ongoing advertising, publication, promotional efforts, and services, Plaintiff's YOU WALK AWAY mark is well known and associated with Plaintiff's goods and service.

27. As such, Plaintiff's YOU WALK AWAY mark has acquired and enjoys a high degree of distinctness, secondary meaning, and goodwill.

28. Defendants are using their WALK AWAY PLAN mark and/or variations thereof in commerce.

29. Defendants' commercial use of its WALK AWAY PLAN mark in connection with goods and services in the foreclosure guidance industry, is so nearly identical to and so resembles Plaintiff's YOU WALK AWAY mark that it has caused, and is likely to continue to

1 cause confusion and mistake, or to deceive clients, consumers or the relevant public as to the  
2 source of Defendants' services and products.

3 30. Defendants' use of their WALK AWAY PLAN mark in association with its  
4 internet-based foreclosure service infringes Plaintiff's YOU WALK AWAY mark and the use  
5 of the strikingly similar website infringes upon Plaintiff's distinctive trade dress.

6 31. Plaintiff is informed and believes that the foregoing acts of infringement have  
7 been willful and intentional, in disregard of and with indifference to the rights of Plaintiff and  
8 Defendants' course of action has resulted in, and will continue to result in, the destruction of  
9 Plaintiff's rights.

10 32. The aforesaid actions are further likely to cause the trade and/or the public to  
11 incorrectly believe that Defendants' commercial activities, originate with, are sponsored by, or  
12 are approved by Plaintiff.

13 33. Plaintiff has no control over the nature and quality of Defendants' goods or  
14 services in the internet-based foreclosure guidance industry. Any failure, neglect or default by  
15 Defendants in providing their goods and services has reflected, and will likely continue to  
16 reflect, adversely on Plaintiff and Plaintiff's commercial activities, hampering efforts by  
17 Plaintiff to protect the outstanding reputation of its YOU WALK AWAY mark.

18 34. Defendants have direct knowledge of Plaintiff's YOU WALK AWAY mark,  
19 evidencing bad faith intent to profit from the use of their WALK AWAY PLAN mark, and  
20 knew of the likelihood of confusion caused by Defendants' use of their WALK AWAY PLAN  
21 mark.

22 35. Defendants have continued to undertake the acts complained of above and  
23 continue to do so after Plaintiff requested that Defendants' acts cease.

24 36. The aforesaid activities of Defendants in promoting, selling, and marketing its  
25 goods and services in the internet-based foreclosure guidance industry using the WALK  
26 AWAY PLAN mark and [www.walkawayplan.com](http://www.walkawayplan.com) constitutes a violation of Section 43(a)(1)  
27 and (d)(1) of the Trademark Act of 1946, codified at 15 U.S.C. §1125(a)(1) and (d)(1).  
28



37. As a result of Defendants' wrongful acts alleged herein, Plaintiff has suffered and will continue to suffer monetary damage.

38. Defendants have been unjustly enriched by the aforesaid wrongful activities. Plaintiff is therefore entitled to an accounting of the profits of Defendants with respect to the revenue generated from its internet-based foreclosure guidance services, which originated from the offending WALK AWAY PLAN mark.

39. Defendants' conduct has caused Plaintiff irreparable injury, and said conduct, unless enjoined by this Court, will be continued by Defendants to the ongoing and irreparable injury of Plaintiff.

40. Plaintiff is entitled to injunctive relief restraining and enjoining Defendants and their agents, servants, employees, and all persons acting thereunder, in concert with, or on their behalf, from using the WALK AWAY PLAN mark or [www.walkawayplan.com](http://www.walkawayplan.com) website in violation of Plaintiff's rights under Section 43(a)(1) and (d)(1) of the Lanham Act.

## **SECOND CAUSE OF ACTION**

### **Common Law Trademark Infringement**

41. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

42. As part of its ongoing business, Plaintiff uses and promotes, *inter alia*, its YOU WALK AWAY mark.

43. As a result of Plaintiff's ongoing advertising, publication, promotional efforts, and services, Plaintiff's YOU WALK AWAY mark is well known and associated with Plaintiff's goods and service.

44. As such, Plaintiff's YOU WALK AWAY mark has acquired and enjoys a high degree of distinctness, secondary meaning, and goodwill.

45. Defendants are using their WALK AWAY PLAN mark and/or variations thereof in commerce.

46. Defendants' commercial use of its WALK AWAY PLAN mark in connection with goods and services in the foreclosure guidance industry, is so nearly identical to and so

1 resembles Plaintiff's YOU WALK AWAY mark that it has caused, and is likely to continue to  
2 cause confusion and mistake, or to deceive clients, consumers or the relevant public as to the  
3 source of Defendants' services and products.

4 47. Defendants have continued to undertake the acts complained of above and  
5 continue to do so after Plaintiff requested that Defendants' acts cease.

6 48. Defendants, by their aforementioned acts, have willfully and knowingly violated  
7 and infringed, and threaten to further infringe, the rights of Plaintiff in its trademarks in  
8 violation of California law, with the intent of deceiving and misleading customers and the  
9 public at large, and of wrongfully trading on the goodwill and reputation of Plaintiff.

10 49. Plaintiff is informed and believes that the foregoing acts of infringement have  
11 been willful and intentional, in disregard of and with indifference to the rights of Plaintiff and  
12 Defendants' course of action has resulted in, and will continue to result in, the destruction of  
13 Plaintiff's rights.

14 50. As a result of Defendants' wrongful acts alleged herein, Plaintiff has suffered  
15 and will continue to suffer monetary damage.

16 51. Defendants' infringing conduct has caused Plaintiff irreparable injury, and said  
17 conduct, unless enjoined by this Court, will be continued by Defendants to the ongoing and  
18 irreparable injury of Plaintiff.

19 52. Plaintiff is entitled to injunctive relief restraining and enjoining Defendants and  
20 their agents, servants, employees, and all persons acting thereunder, in concert with, or on their  
21 behalf, from using the WALK AWAY PLAN mark in violation of Plaintiff's common law  
22 trademark rights.

### 23 **THIRD CAUSE OF ACTION**

#### 24 **Trade Dress Infringement - 15 U.S.C. §1125(a)**

25 53. Plaintiff repeats and realleges each and every allegation set forth in the preceding  
26 paragraphs as if fully set forth herein.

27 54. The graphic design of the [www.youwalkaway.com](http://www.youwalkaway.com) website contains distinctive,  
28 non-functional protectable trade dress of You Walk Away.



1        55. The www.walkawayplan.com website evidences a willful attempt to recreate the  
2 distinctive look and feel of the www.youwalkaway.com website.

3        56. Defendants have knowingly and willfully copied the graphic design and other  
4 elements of the www.youwalkaway.com website with the specific purpose of using them to  
5 create their own competing www. walkawayplan.com website.

6        57. Unless Defendants are enjoined by this Court, Defendants intend to continue  
7 their course of conduct, and to wrongfully use, infringe upon, and otherwise profit from  
8 Plaintiff's trade dress.

9        58. As a direct and proximate result of the acts of Defendants alleged above, Plaintiff  
10 has already suffered irreparable damage. Plaintiff has no adequate remedy at law to redress all  
11 of the injuries Defendants have caused and intend to cause by their conduct. Plaintiff will  
12 continue to suffer irreparable damage and to sustain lost profits until Defendants' actions  
13 alleged above are enjoined by this Court.

14                                    **FIFTH CAUSE OF ACTION**

15                                    **Common Law Unfair Competition**

16        59. Plaintiff repeats and realleges each of the allegations set forth in the paragraphs  
17 above and incorporates them herein by this reference.

18        60. Defendants have engaged in unfair, fraudulent and deceptive acts and omissions  
19 and continue to commit unfair competition by engaging in such conduct.

20        61. Defendants' conduct as alleged herein, including but not limited to:  
21 (1) infringing use of a mark that is confusingly similar to Plaintiff's YOU WALK AWAY  
22 mark; (2) adoption and use of Defendant's WALK AWAY PLAN mark with the bad faith  
23 attempt to profit from the confusing similarity to Plaintiff's YOU WALK AWAY mark; (3)  
24 infringing recreation of the look and feel of the www.youwalkaway.com website; and (4)  
25 interference with Plaintiff's prospective economic advantage; constitutes unlawful, unfair or  
26 fraudulent business acts or practices, and constitutes unfair competition under the common law  
27 of California.  
28

1        62. Plaintiff has suffered damages as a direct and proximate result of Defendants'  
2 unfair, fraudulent and deceptive conduct described above, and Defendants have been and will  
3 continue to be unjustly enriched, in amounts to be determined at trial.

4        63. Plaintiff is informed and believes, and based thereon alleges, Defendants'  
5 unlawful, unfair or fraudulent business acts or practices have been and continue to be  
6 intentional and willful.

7        64. Plaintiff is informed and believes, and based thereon alleges, that in engaging in  
8 the aforementioned acts and conduct, Defendants acted blatantly, maliciously, oppressively  
9 and fraudulently, and Plaintiff is entitled to an award of exemplary damages against  
10 Defendants in an amount according to proof and for the purposes of example and punishment.

11        65. Defendants' unfair business practices have caused Plaintiff irreparable harm.  
12 Plaintiff will continue to suffer irreparable injury, unless Defendants are enjoined from  
13 continuing these unlawful, unfair, and fraudulent business acts or practices.

14                                    **FIFTH CAUSE OF ACTION**

15                    **Unfair Competition - California Business & Professions Code § 17200**

16        66. Plaintiff repeats and realleges each of the allegations set forth in the paragraphs  
17 above and incorporates them herein by this reference.

18        67. Defendants' conduct as alleged herein, including but not limited to  
19 ((1) infringing use of Plaintiff's YOU WALK AWAY mark; (2) registration and use of  
20 Defendant's WALK AWAY PLAN mark which is confusingly similar to Plaintiff's YOU  
21 WALK AWAY mark with the bad faith attempt to profit; (3) infringing recreation of the look  
22 and feel of the www.youwalkaway.com website; and (4) interference with Plaintiff's  
23 prospective economic advantage; constitutes unlawful, unfair or fraudulent business acts or  
24 practices, and constitutes unlawful, unfair or fraudulent business acts or practices within the  
25 meaning of California Business and Professions Code §§ 17200, *et seq.*

26        68. California Business and Professions Code §§ 17200, *et seq.*, provides that unfair  
27 competition shall mean and include all unlawful, unfair or fraudulent business practices,  
28 among other things.

69. Defendants have engaged<sup>p</sup> and continue to engage in unfair, fraudulent and deceptive acts and omissions. Defendants' unfair, fraudulent and deceptive acts and omissions constitute a violation of California Business and Professions Code §§ 17200, *et seq.*

70. As a direct and proximate result of Defendants' unfair, fraudulent and deceptive conduct described above Plaintiff has suffered damages and Defendants have been and will continue to be unjustly enriched, in amounts to be determined at trial.

71. Defendants' unfair business practices have caused Plaintiff irreparable harm. Plaintiff will continue to suffer irreparable injury, unless Defendants are enjoined from continuing these unlawful, unfair, and fraudulent business acts or practices.

#### **SIXTH CAUSE OF ACTION**

##### **Intentional Interference with Prospective Economic Relations**

72. Plaintiff repeats and realleges each of the allegations set forth in the paragraphs above and incorporates them herein by this reference.

73. Plaintiff has an ongoing economic relationship with homeowners facing bank foreclosure of their homes and the public, with the probability of ongoing future benefits.

74. Plaintiff is informed and believes that Defendants had full knowledge of said economic relationship.

75. Plaintiff is informed and believes that Defendants intentionally and with the intent of disrupting said economic relationship, have used, and continue to use, their WALK AWAY PLAN mark which is confusingly similar and nearly phonetically identical to Plaintiff's YOU WALK AWAY mark.

76. Plaintiff is informed and believes that Defendants have directly or indirectly contacted Plaintiff's potential or actual customers and represented that they were calling from "WALK AWAY PLAN." As "WALK AWAY PLAN" is phonetically nearly identical to "YOU WALK AWAY," these calls have caused substantial and actual confusion to Plaintiff's customers.

77. The economic relationship was disrupted as a direct and proximate result of these statements.

1 78. Plaintiff was damaged as a direct and proximate result of Defendants'  
2 interference.

3 79. Plaintiff is informed and believes, and based thereon alleges, Defendants'  
4 interference was intentional and willful.

5 80. Plaintiff is informed and believes, and based thereon alleges, that in engaging in  
6 the aforementioned acts and conduct, Defendants acted blatantly, maliciously, oppressively  
7 and fraudulently, and Plaintiff is entitled to an award of exemplary damages against  
8 Defendants in an amount according to proof and for the purposes of example and punishment.

9 **SEVENTH CAUSE OF ACTION**

10 **Negligent Interference with Prospective Economic Relations**

11 81. Plaintiff repeats and realleges each of the allegations set forth in the paragraphs  
12 above and incorporates them herein by this reference.

13 82. Plaintiff has an ongoing economic relationship with homeowners facing bank  
14 foreclosure of their homes and the public, with the probability of ongoing future benefits.

15 83. Defendants had had full knowledge of said economic relationship.

16 84. Plaintiff is informed and believes that Defendants have directly or indirectly  
17 contacted Plaintiff's potential or actual customers and represented that they were calling from  
18 "WALK AWAY PLAN." As "WALK AWAY PLAN" is phonetically nearly identical to  
19 "YOU WALK AWAY," these calls have caused substantial and actual confusion to Plaintiff's  
20 customers.

21 85. The economic relationship was disrupted as a direct and proximate-result of  
22 these statements.

23 86. Plaintiff was damaged as a direct and proximate result of Defendants' negligent  
24 interference.

25 **PRAYER**

26 **WHEREFORE** Plaintiff prays for the following relief as to all causes of action:

27 1. Judgment stating:  
28

1 (a) Defendants have infringed Plaintiff's trademarks, in violation of 15  
2 U.S.C. §§ 1051-1127;

3 (b) Defendants have infringed Plaintiff's trademarks under California  
4 common law;

5 (c) Defendants have infringed Plaintiff's trade dress;

6 (d) Defendants have engaged in unfair competition under California common  
7 law;

8 (e) Defendants have engaged in unfair competition, in violation of California  
9 Business and Professions Code § 17200;

10 (f) Defendants have interfered with Plaintiff's prospective economic  
11 relations;

12 (g) Defendants have otherwise injured Plaintiff through the actions described  
13 above;

14 2. An award of monetary damages that takes into account Defendants' profits,  
15 actual damages sustained by Plaintiff, including increased damages and costs as the Court  
16 deems appropriate;

17 3. Disgorgement of all gains, profits, advantages, and unjust enrichment derived by  
18 Defendants from their unlawful acts and other violations of law;

19 4. An injunction prohibiting all use of the WALK AWAY PLAN mark, the  
20 www.walkawayplan.com website, or any other marks that are confusingly similar to the YOU  
21 WALK AWAY mark;

22 5. An award of prejudgment interest, costs and disbursements, and exemplary  
23 damages;

24 6. An award of attorney fees and associated legal costs of the suit;

25 7. Temporarily restrain until trial of this matter, and permanently enjoin thereafter,  
26 Defendants from directly or indirectly infringing Plaintiff's trademark YOU WALK AWAY,  
27 or any of the elements of the youwalkaway.com website or the graphic design of the  
28 youwalkaway.com website in any other website; and

1 8. An order directing Defendants to file with the Court and to serve on Plaintiffs,  
2 within 30 days after service of the Court's order as herein prayed, a report in writing under oath  
3 setting forth in detail the manner and form in which Defendants complied with the Court's  
4 order;

5 9. An award of statutory damages for violation of 15 U.S.C. §1125(d)(1);

6 10. An order that Defendants be required to account for all gains, profits, and  
7 advantages derived from their acts of infringement and their other violations of law;

8 11. An order that all gains, profits and advantages derived by Defendants from their  
9 acts of infringement and other violations of law be deemed to be held in constructive trust for  
10 the benefit of Plaintiffs;

11 12. Such other and further relief as the Court may deem appropriate.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff, You Walk Away LLC, demands a jury trial with respect to all issues that are  
14 so triable.

15  
16  
17 Dated: March 21, 2007

SELTZER CAPLAN MCMAHON VITEK

18  
19 By:



Richard A. Clegg  
Nicholas S. Barnhorst  
Attorneys for Plaintiff  
YOU WALK AWAY, LLC





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**HAVE FORECLOSED**  
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- What if you could live payment free for up to 8 months or more and walk away without owing a penny?

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Unshackle yourself today from a losing investment and use our proven method to Walk Away.

### If you QUALIFY for our plan:

- Your lender **WILL NOT** be able to call you in attempt to collect!
- Your lender **WILL NOT** be able to collect any deficiency or loss they may receive by you walking away!
- You **WILL** be able to stay in your home for up to 8 months or more without having to pay anything to your lender!
- You **CAN** have the foreclosure **REMOVED** from your credit!

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**YOU ARE NOT ALONE...**  
**OVER 2.9 MILLION HOMES**  
**HAVE FORECLOSED**  
**IN THE LAST 3 YEARS...**

## FREQUENTLY ASKED QUESTIONS



### DO YOU QUALIFY?

1. How does your Walk Away Protection Plan & Kit protect me?
  - A. When you purchase a Walk Away Protection Plan & Kit we commit to helping you through the entire process. You will get over 50 years of combined Real Estate and Law experience to help you know and understand your rights. If you qualify for our plan, your lender **WILL NOT** be able to call you in attempt to collect. Your lender **WILL NOT** be able to collect any deficiency or loss they may receive by you walking away (select states only). You **WILL** be able to stay in your home for up to 8 months or more without having to pay anything to your lender. It's important to act now before it's too late.
2. Will I owe any money to my lender?
  - A. If you qualify and follow our steps, you shouldn't have to pay anything.
3. Do I have to file Bankruptcy?
  - A. No you don't have to. In many cases you can keep the rest of your credit in good standing and we can help you improve your score over the next 6 months.
4. Should I hire an attorney?
  - A. When you join You Walk Away, you get a consultation with an attorney that is an expert in Foreclosure Law. You also will be assigned to a Sr. Advocate who can answer any questions you have during the entire foreclosure process. There are certain circumstances when an attorney is needed, however, hiring an attorney can be expensive with retainers and high hourly fees. Attorneys have helped us put together our Walk Away Protection Plan & Kit so it contains information that attorneys may give you anyways. This alone can save you thousands of dollars.
5. How long until I can buy a house again?
  - A. Lenders typically like to see 4 years since the foreclosure was discharged. However, some government loan agencies currently require only 2 years. Before you know it, you will have this behind you and a fresh start!
6. How long will a foreclosure last on my credit?
  - A. Lenders usually look back 7.5 years. It may remain on your credit report for that long but the effects will diminish each year. With our plan you will be represented by a law firm that has removed thousands of foreclosures.
7. How much is your service?
  - A. With our money back guarantee, you get it all for only \$995.00 (in most states). This can be made in 4 easy payments of \$249.00.
8. Do you buy my home from me?
  - A. No, You Walk Away, LLC is not a real estate company, broker or private investor. If you are looking to sell your house, you should contact a licensed Real Estate agent. Our clients usually don't have enough equity to sell their homes. If you are able to sell your home our program may not be the best choice for you. Short sales should also be done through a licensed Real Estate agent and may be difficult to qualify for. At the present time we do not offer this service.
9. Does your service apply to investment properties?
  - A. Yes, we can help you with investment properties as well as 2nd homes. If you are walking away from more than one property, the 2nd property is half price.

10. It sounds too good to be true, how do I know this isn't a scam?

A. While there are many scams out there dealing for foreclosure, this is not one of them. We do not buy your home, we do not have you sign anything, we provide a service and legal information. The service is to help you fully understand how the law pertains to your particular situation.

Please click here to see our Press Page

Foreclosure rescue scams are deals that proclaim to "save your house" or "pay your mortgage." Don't be fooled.

In one foreclosure scam scenario, you - the homeowner - surrender the title to your house thinking you'll become a renter and buy the house back over a few years. For the most part, you'll lose your house and won't be able to buy it back... and the scam artists walk away with all your equity. Sometimes homeowners just sign a bunch of documents, not even realizing they've signed over ownership of the house. In other cases, scammers will call themselves foreclosure consultants. They'll promise to persuade your lender to negotiate, or they promise to find a buyer for the house.

NEXT >>

---


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Created by Prompt Internet Solutions

This company and site informs its users about foreclosure law designed to help them safely cope with their own legal needs. However, legal information is not the same as legal advice. The law as it applies to each individual varies with specific circumstances.

|      |          |                          |     |            |
|------|----------|--------------------------|-----|------------|
| HOME | ABOUT US | PROTECTION<br>PLAN & KIT | FAQ | CONTACT US |
|------|----------|--------------------------|-----|------------|



**YOU WALK AWAY**  
1(877) 87U-WALK  
1(877) 878-9255



**YOU ARE NOT ALONE...  
OVER 2.9 MILLION HOMES  
HAVE FORECLOSED  
IN THE LAST 3 YEARS...**

## PROTECTION PLAN & KIT



DO YOU QUALIFY?

### The Personalized Plan



How we help you:

1. We will stop your mortgage company from calling you. They will not be able to hassle you anymore. They won't be able to call you to collect!
2. You will immediately know the exact amount of days you have to live in your house payment free. We stay on top of your walk away plan and keep you up to date with weekly progress emails. We also will notify you if the lender is taking longer than expected subsequently giving you more time in your home payment free.
3. You will be enrolled in our affiliate credit repair plan. They have removed thousands of foreclosures from their clients credit reports.
4. You get a personal consultation with a highly experienced real estate attorney in your state, making sure that you know your rights and that you are protected by the law.
5. You will have an experienced YouWalkAway advocate available to answer any questions you may have during the entire process.
6. You may receive moving expenses up to \$5,000.00 after your home is foreclosed by following our Walk Away plan.
7. A money back guarantee and Much More!

### The Customized Kit

You will also receive our complete Walk Away Protection Kit, which includes:

1. Copy of the letter we send to stop your lender from harassing you and your family.
2. A detailed and personalized time-line, showing all the steps that will transpire during the process so you don't have to worry about what will happen.
3. All the state laws pertaining to your foreclosure assuring you that they will be barred by the law from coming after you for any money. (select states only)
4. How to make sure your lender follows the law. They have to follow a strict legal procedure. If they do not follow it perfectly, you may have a case against them.
5. A special tailored Credit Scenario report to help show you how to improve your credit score and offset the damage of a foreclosure.
6. Beneficial information regarding avoiding Bankruptcy.
7. Username and Password for our exclusive website where you will find other great tools to help you move beyond foreclosure and succeed financially.

DO YOU QUALIFY?

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Created by Prompt Internet Solutions

This company and site informs its users about foreclosure law designed to help them safely cope with their own legal needs. However, legal information is not the same as legal advice. The law as it applies to each individual varies with specific circumstances.







**Walk Away Plan™**  
A Crisis Management Company

20 Million Home Owners Will Be Upside Down in 2008  
Get Treated as a Unique Person – Not a Statistic  
"Save your future today."


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## Should you give your house back to the bank?

Recently Aired On



If you're reading this, you are most likely experiencing a difficult financial situation. We understand exactly what you are going through. **Understand right now you don't have to go through this alone!** Estimates are that over 2,000,000 homes will go through foreclosure. We understand that each family is unique and want to assist as many families as possible navigate through what experts have predicted could be **the greatest housing bust since the Great Depression.**

Fortunately dealing with this crisis can become much simpler. The first step is realizing that you need help. **We offer a customized response to you!** We help families all over the country by providing a unique report that may incorporate factors like state law, loan arrangements, various workout possibilities, property specific factors, tax rules – just to name a few.

Without a doubt many Americans are choosing to give the lenders back their own headaches. Homeowners realize that mortgage payments are too high and/or the house has little or no equity at all. Some people feel like there is no hope or reason to keep throwing money away. Maybe you're troubled by the moral obligations you feel in deciding whether the Walk Away Plan™ is right for you. Maybe you're one of the many people that have tried to sell and found that the rapidly deteriorating resell market has been further closed by the lack of credit available to buyers that tried to buy your property. **Call us toll free at 1-866-768-5859 now to see just how much we can help.**

### How we can help you:

- Provide you with a customized plan stating how long you can stay, whether or not the lender will have any recourse against you, tax effects and more.
- Nationwide assistance to those in all stages of a mortgages crisis.
- Your lender **won't be able to collect any loss** caused by you walking away. (Select States Only)
- Your **credit can be repaired** and be able to purchase a house in as few as 2 years.
- You will be educated on how the laws protect you.

### What to expect:

- Expect that you will deal with live person who specializes in helping people in your situation.
- Depending on the solution right for you, you may be able to live in your home without paying another dime for a long time and never have to repay the lender.
- Expect a fully customized plan specific to your situation, not some generic solution.

Sound too good to be true? There is light at the end of the tunnel. We are a proud member of the BBB and are so confident in our services that we offer a **100% Money Back Guarantee.**

**The New York Times**  
reports that  
**Study Links Lenders to  
Foreclosure Crisis**

[read more](#)

**Henry Paulson Video**  
Treasury Secretary  
**The Worst Is Not Over.  
It Is Just Beginning!**

[read more](#)

**60 Minutes Reports**  
**House Of Cards**  
**Subprime Mortgage**  
**Meltdown!**

[read more](#)



20 Million Home Owners Will Be Upside Down In 2008  
Get Treated as a Unique Person – Not a Statistic  
"Save your future today."



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## Frequently Asked Questions

**1. I am not confident that I understand my loan. I have heard a lot of frightening stories on the news. What do you suggest?**

Reviewing your loan documents is a must. Predatory lending, toxic debt, exploding arms, negative amortization – headlines in newspapers across the county almost daily. Fortunately our staff has years of experience dealing with all types of loan agreements. We will review your loan including any and all riders and addendums. You may have a great loan, then again you may not. Either way, our expertise and knowledge will inform you of where you stand. On behalf of our clients we have successfully renegotiated loans, reached mutually agreeable modifications and achieved a level of calm and understanding that helps our clients sleep at night. We are so confident in our ability that we offer all of our clients a **100% Money Back Guarantee**.

**2. I just got a notice that my payment is going up and I can't afford it. What should I do?**

**Your situation demands immediate attention!** What you do now could have implications that will affect you and your family for years. For you to juggle work, family and a mortgage crisis is likely too much. Our staff works on your behalf. Our information is customized to you. The lender's staff is working on the lender's behalf. What do you think your chances are against them without help? We offer a wide variety of services and knowledge so you can make one call and know your best interests are being cared for. Get started while there is still time. Call 1-866-768-5859.

**3. I am so worried. I owe more on my house than it's worth. If I leave the house what will happen?**

The laws are changing quickly – it seems almost daily. Factors to be considered include government bailouts, lender programs, tax laws, moral obligations, etc. What was true even 6 months ago may not be true now. We are professionals and stay up to date with the latest breaking changes. The Walk Away Plan™ promises a customized answer pertinent to your situation **within 7 days**. Once you are a client, you will have ongoing support and services to help you throughout these turbulent times.

**4. I received a legal notice from an attorney. What should I do?**

Everyone's situation is unique and there are no one-size-fits all answers – that's why we create fully customized solutions and provide information pertinent to each individual client. We provide an analysis of your situation specific to you – your property, your financing and your state. Provide us with your information to allow us to educate ourselves on where you are at right now, and we will provide you a customized response **within 7 days**.

**5. My lender and I have reached an agreement, but I really don't understand it fully. How do I know I'm not just further compounding my problems?**

Lenders and their staff are working to mitigate (reduce) their losses. We have seen some of the seemingly innocuous agreements lenders have given to homeowners that in reality protects the lenders. **Your position now may be bad, really bad, but if you are going to "walk away" at least let us ensure that break is clean and over.** We can educate you on tax implications, credit reporting and rebuilding, possible recourse by the lender, deficiency judgments, and more. **Don't sign anything until we've had a chance to review it.**

**6. My house was recently auctioned and I was told I need to leave. What should I do?**

Your time may be very limited and although our **100% Money Back Guarantee** is our promise to get you a customized answer **within 7 days**, you may not have that much time. Provided it's not too late, we can help. You must call now. If you could get extra time, extra money or maybe some sanity back into your world you would call, wouldn't you? You could get all of those things. Years of experience will be on your side and you need it now. **Our fee is absolutely minuscule compared to the benefits we provide.**

**7. Who are you and why should I work with you?**

Our staff includes real estate, mortgage, legal and investment professionals that have decades of experience in this field. We give you immediate insight and information increasing the possibility that you navigate through what many have called possibly **the greatest housing bust since the Great Depression**. Knowledge and action are key, and we provide both. In times like these it may be that those whom are successful lose the least versus those that lose everything. We promise to get back to you **within 7 days** with a fully customized response to your situation. Not some promise to call you back and then you never hear from us, or some generic kit that doesn't apply to you. We are a proud member of the BBB and are so confident in our services that we offer a **100% money back guarantee**.

**8. What do you charge for your customized report analyzing my specific situation?**

We charge a flat fee of \$495. Many times you do not even need our assistance in which case you pay nothing. To get started call **1-866-768-5859**.

**9. Should I hire an attorney?**

There are, without a doubt, times and circumstances that require an attorney. Most attorneys will require upfront retainer agreements and bill hourly at \$250 or (much) more. This can be expensive and your desired outcome is neither guaranteed nor are monies repaid in the case of defeat. **Our services will save you thousands.**

**10. I have heard that filing a bankruptcy will save my house. Is that true?**

Bankruptcy laws are complicated, and like so many laws related to this current crisis, were changed recently. How credit cards and vehicle loans are handled versus mortgages is different than under the previous set of laws. Whether filing a bankruptcy will help you or not is, again, unique to you. Tell us what is going on and we will gladly share our experience and insight. **Call now at 1-866-768-5859 and see the difference.**

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20 Million Home Owners Will Be Upside Down in 2008  
Get Treated as a Unique Person – Not a Statistic  
"Save your future today."



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## The Walk Away Plan™

"Walking away from one's home should be the absolute last resort. For people whom may never be able to afford their home, then **walking away is a viable option**. If long term, you're not going to be able to sustain the mortgage payment, then **you're fooling yourself and should get out of that situation and move on to life after foreclosure**." – Gail Cunningham of the National Foundation for Credit Counseling.

Easier said than done. There are numerous legal, financial, moral and emotional factors that need to be considered before taking that step. Should The Walk Away Plan™ be right for you, here are some things you can expect from us:

### 1. A customized response answering questions like:

- When will I have to leave?
- How long can I stay if I choose not to pay my mortgage payment?
- Will I have to pay back any loss and if so how much?
- What can I take with me?
- What should I do when they tell me to leave?

### 2. A proven system to stop harassing, stressful collection calls.

### 3. A designated experienced staff member assigned to you to answer your questions.

### 4. A report on the laws in your area. Know your rights and protect yourself from overly aggressive banks, attorneys, real estate agents and more.

Get going now with the The Walk Away Plan™ and end those sleepless nights!

## Update: Recent Tax Changes Could Save You Even More Money

Recent tax changes – We now provide an **additional report** along with sample forms on the latest changes to the tax law and how it relates to The Walk Away Plan™. **Don't miss this. This single report alone could save you many times our fee.**

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JS 44

(Rev. 07/89)

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

YOU WALK AWAY, LLC, a California corporation

**DEFENDANTS**

CRISIS MANAGEMENT LLC, an Arizona corporation, and WALK AWAY PLAN LLC, a business entity of unknown origin

FILED

CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

**(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)**

Richard A. Clegg and Nicholas S. Barnhorst  
Seltzer Caplan McMahon Vitek  
750 "B" Street, Suite 2100  
San Diego, California 92101  
(619) 685-3003

**ATTORNEYS (IF KNOWN)****'08 CV 0529 WQH BLM****II. BASIS OF JURISDICTION** (PLACE AN 'X' IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 2 U.S. Government Defendant  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (PLACE AN 'X' IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PT                                    | DEF                                   |   | PT                         | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. CAUSE OF ACTION** (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY. Action for false designation of origin, trademark and trade dress infringement under Lanham Act 15 U.S. sect. 1051 et seq.

**V. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

| CONTRACT   | TORTS   | FORFEITURE/PENALTY   | BANKRUPTCY  | OTHER STATUTES   |
|--|---|--|---|--|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><b>PERSONAL INJURY</b><br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice<br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture<br><input type="checkbox"/> 620 Other Food & Drug<br><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 630 Liquor Laws<br><input type="checkbox"/> 640 R.R. & Truck<br><input type="checkbox"/> 650 Airline Regs.<br><input type="checkbox"/> 660 Occupational Safety/Health<br><input type="checkbox"/> 680 Other<br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Mgmt. Relations<br><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input checked="" type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (13958)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reappointment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce/ICC Rates/etc.<br><input type="checkbox"/> 480 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 810 Selective Service<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 875 Customer Challenge 12 USC 3410<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 892 Economic Stabilization Act<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 894 Energy Allocation Act<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice<br><input type="checkbox"/> 950 Constitutionality of State Statutes<br><input type="checkbox"/> 890 Other Statutory Actions |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property   | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 444 Welfare<br><input type="checkbox"/> 440 Other Civil Rights   | <b>PRISONER PETITIONS</b><br><input type="checkbox"/> 510 Motion to Vacate Sentence<br><b>HABEAS CORPUS:</b><br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Conditions   |   |  |

**VI. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removal from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ in excess of \$100,000.00 JURY DEMAND: ☒ YES ☐ NO

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE

Docket Number

DATE

SIGNATURE OF ATTORNEY OF RECORD

March 21, 2008

Nicholas S. Barnhorst

#149014 \$350 kb 3/21/08

MODMA\PCDOCS\WORDPERFECT\228161 January 24, 2000 (3:10pm)



**UNITED STATES  
DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION**

**# 149014 - KD**

**March 21, 2008  
13:03:40**

**Civ Fil Non-Pris**

USAO #.: 08CV0529

Judge... WILLIAM Q HAYES

Amount.: \$350.00 CK

Check#.: BC 6874

**Total-> \$350.00**

FROM: CIVIL FILING  
YOU WALK AWAY, LLC V.  
CRISIS MANAGEMENT LLC, EA